

# RETENTION AGREEMENT

## Cover Page and Agreement

Made as of the 1<sup>st</sup> day of January, 2006, by and between Federal Home Loan Mortgage Corporation), a shareholder-owned government sponsored enterprise ("Freddie Mac") and the consultant or firm set forth below (the "Consultant").

This Retention Agreement (this "Agreement") sets forth the terms of Freddie Mac's retention of Consultant for the services (the "Services") described in Exhibit 2. This Agreement consists of the following components which together form this Agreement: This summary page (the "Cover Page"), Exhibit 1—Terms and Conditions, Exhibit 2—Scope of Services and Fees, and Exhibit 3—Consultant's Materials.

The following information is incorporated by reference into relevant portions of Exhibit 1—Terms and Conditions.

Freddie Mac Project Executive (name, address, tel., fax.):	Director, Public Policy, Craig Thomas 8200 Jones Branch Drive, M/S 441 McLean, VA 22091 Phone (703) 903-3205
Consultant (organization name, address, tel., fax.):	Gingrich Group 1425 K Street NW, Suite 750 Washington, DC Phone (202) 375-2001 Fax (202) 375-2036
State in which organization was formed:	
Consultant's Principal Contact (name, tel., fax.):	Mr. Scott Cutter 1425 K Street NW, Suite 750 Washington, DC Phone (202) 375-2001 Fax (202) 375-2036
Consultant's Assigned Individual (name, tel., fax.):	N/A
Term:	1/1/06 through 12/31/06
Monthly Retainer Fee*:	\$ 25,000
Maximum Retainer Fee Payable during Term	\$300,000
Maximum Monthly Out-of-Pocket Expenses Payable:	\$-0-
Maximum Compensation Payable during Term*:	\$300,000

\*refer to Exhibit 2—Scope of Services and Fees for more specific fee information.

### AGREED TO AND ACCEPTED:

THE GINGRICH GROUP

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: 

By: 

Print Name: Scott M. Cutter

Print Name: Thomas W. Altizer

Title: Vice President

Title: Manager, General Contracting

## Exhibit 1

### Terms and Conditions

#### 1. Scope and Standard of Services

- a) In general, the services to be provided by Consultant hereunder consist of consulting services and Consultant will provide the services as described in Exhibit 2 (the "Services"). Each report, manual, software, work of authorship, process, plan and any other material Consultant develops, prepares or works upon pursuant to this Agreement and provides to or is required by this Agreement to provide to Freddie Mac is a "Deliverable."
- b) Consultant will perform services under this Agreement in a highly professional manner consistent with the quality provided by other top firms providing comparable services in the Washington, D.C. metropolitan area, and in accordance with all applicable legal requirements, including any specific legal requirements particular to the Services, the requirements of this Agreement and such additional general requirements as may be established by Freddie Mac from time to time (such as, but not limited to, policies concerning building access, security, information quality management, confidentiality of information, diversity and non-discrimination). All individuals whom Consultant selects to perform services on its behalf will be experienced, properly trained, licensed (if legally required) and otherwise qualified and capable of performing in accordance with the requirements of this Agreement. Consultant represents and warrants that it has and will maintain, as applicable, all licenses and permits necessary to perform the Services. Consultant is responsible for ensuring that all individuals it assigns to provide Services are performing in accordance with this Agreement at a level, and in a manner, that is acceptable to Freddie Mac. The Freddie Mac Project Executive identified on the Cover Page (as modified by Freddie Mac from time to time) is Consultant's primary contact at Freddie Mac for Services performed under this Agreement. The Freddie Mac Project Executive will have the right to coordinate all Services performed by Consultant pursuant to this Agreement. If specified on the Cover Page, the Services will be performed primarily by the person identified on the Cover Page as "Consultant's Assigned Individual."
- c) The Services will be performed in accordance with such timeframes as the Freddie Mac Project Executive shall require, developed when feasible, in conjunction with Consultant. During the term of the Agreement, Consultant will provide status reports to the Freddie Mac Project Executive which outline Consultant's progress in accordance with the parties' mutually predetermined timeframes and will include such other information related to the Services as Freddie Mac may request. Consultant will also supply copies of any disclosures or reports it may be required to file by law, such as reports filed under the Lobbying Disclosure Act.
- d) Privilege. A corporation and its inside and outside counsel must take particular care not to waive the attorney-client privilege and the protections provided by the attorney work product doctrine. Confidentiality is of utmost importance.

Consultant will take all necessary precautions to protect the attorney-client privilege and the protections provided by the attorney work product doctrine.

2. Compensation

- a) As compensation in full in exchange for the Services that comply with the requirements of this Agreement, Freddie Mac will pay Consultant for Services rendered under the Agreement in accordance with the Monthly Retainer amount set forth on the Cover Page. No reimbursement for expenses will be payable under this Agreement. Freddie Mac will have the right to increase the Maximum Compensation Payable amount specified on the Cover Page without Consultant's consent, effective upon written notice to Consultant.
- b) On the 15<sup>th</sup> day of each month, Consultant will submit to the attention of the Freddie Mac Project Executive an invoice that includes a detailed description of the Services performed during the prior month. Freddie Mac will not be required to pay any invoice received for payment more than 60 days after the month billed. Freddie Mac will return unpaid invoices submitted after the two-month cut off date. Freddie Mac will pay for Services performed within thirty (30) days after receipt of any properly documented monthly invoice, provided that all requirements of the Agreement have been completed in a satisfactory and timely manner.
- c) Consultant will be solely responsible for filing all tax returns and paying all taxes that may be required or due based on or related to payments received from Freddie Mac under this Agreement.
- d) Consultant is providing Services as an independent contractor. Nothing in this Agreement will create any association, partnership or joint venture or any agency or employer-employee relationship between Freddie Mac and Consultant. Neither Consultant nor its employees, agents or subcontractors will represent themselves, either orally or in writing, to be Freddie Mac's employees or agents.

3. Term

- a) The term of this Agreement (the "Term") will commence and terminate on the dates set forth under the "Term" on the Cover Page, unless the Term is extended by mutual agreement of the parties or sooner terminated pursuant to the provisions of this Agreement.
- b) Term Extension or Renewal. Freddie Mac will have the right, repeatedly during the Term, including any Renewal Term (as defined below), and without Consultant's consent, to either extend or renew the Term beyond the then-current expiration date.
- c) Procedure for Term Extension or Renewal. If Freddie Mac desires to extend or renew the Term pursuant to Section 3(b), Freddie Mac will issue an amendment to the Agreement that will be executed by Freddie Mac but will not require execution by Consultant. If Consultant objects to the Term extension or renewal,

it will notify Freddie Mac in writing within twenty (20) business days after Consultant's receipt of the Amendment. If Consultant fails to notify Freddie Mac in writing that it objects to the Term extension or renewal within the twenty (20) business day period, Consultant will be deemed conclusively to have agreed upon the Term extension or renewal.

4. Termination

- a) Freddie Mac may terminate this Agreement for any reason in its sole discretion upon written notice to Consultant. If Freddie Mac terminates this Agreement for convenience only and not due to Consultant's default, then subject to the provisions of Section 2, Freddie Mac will pay Consultant for the reasonable value of all Services provided prior to the date of termination, but will have no other liabilities or obligations to Consultant under this Agreement. The reasonable value will be determined based on work performed by Consultant.
- b) Entitlement to Materials. In the event of any termination of this Agreement (including both terminations for default and terminations for convenience), Freddie Mac will be entitled to receive all materials prepared by Consultant in connection with the Agreement, including, without limitation, any draft Deliverables and other work in progress.

5. Confidential Information

- a) Freddie Mac Information. The term "Freddie Mac Information" means all information provided by Freddie Mac (or by others working with Freddie Mac) to Consultant, or to which Consultant is exposed as a result of or in connection with this Agreement or while providing Services or Deliverables, whether delivered orally, electronically or in writing and whether or not it is specifically marked or designated confidential. The term "Freddie Mac Information" also includes: (i) the subject matter of Services and Deliverables for which Freddie Mac has engaged Consultant to provide; and (ii) all materials that Consultant prepares based on Freddie Mac Information, including, without limitation, notes made by Consultant based on discussions with Freddie Mac employees and any reports and other Deliverables.
- b) Use, Disclosure and Copying of Freddie Mac Information. Consultant will treat all Freddie Mac Information as strictly confidential. Without limiting the foregoing:
  - (i) Consultant will not use Freddie Mac Information except to the extent necessary to perform its obligations to Freddie Mac under this Agreement.
  - (ii) Consultant will not disclose Freddie Mac Information, except to its employees who need to know such Freddie Mac Information to perform Consultant's obligations to Freddie Mac under this Agreement and who are legally obligated to maintain the confidentiality of Freddie Mac Information and to use Freddie Mac Information only as permitted by this section.

(iii) Consultant will exercise at least the same degree of care to preserve the confidentiality of Freddie Mac Information that Consultant exercises to protect its own confidential information of a similar level of sensitivity, but in no event less than a reasonable standard of care.

(iv) Consultant will not copy any Freddie Mac Information, except to the extent necessary to perform Consultant's obligations to Freddie Mac under this Agreement. Consultant will retain all confidentiality markings on any Freddie Mac Information and will prominently mark "Confidential" on all copies and other materials it produces that include Freddie Mac Information. Consultant will maintain and provide to Freddie Mac upon request an accurate log of each copy made of Freddie Mac Information and of the individuals to whom each such copy is distributed.

- c) Required Disclosure. In the event Consultant anticipates that it may be required for any reason to release or disclose Freddie Mac Information outside its organization, Consultant will promptly notify Freddie Mac and will take such actions as may be necessary or reasonably requested by Freddie Mac to provide Freddie Mac with a meaningful opportunity to seek a protective order or otherwise respond in such manner as Freddie Mac deems appropriate.
- d) Return of Freddie Mac Information. Consultant will return all Freddie Mac Information (including, without limitation, hard copies and word processing and other computer files that contain Freddie Mac Information) to Freddie Mac promptly upon the earliest to occur of: (i) written demand by Freddie Mac; (ii) termination of this Agreement; or (iii) completion of all Services and delivery of all Deliverables.
- e) Exceptions. Consultant's obligations under this section do not extend to Freddie Mac Information to the extent such information: (i) is publicly known at the time in question without a breach of this section 5; (ii) is provided to Consultant on a nonconfidential basis by a third party that is not itself under any confidentiality obligation with respect to the information; or (iii) is independently developed by Consultant without use of or reference to Freddie Mac Information. However, notwithstanding the fact that a portion of Freddie Mac Information is or becomes nonconfidential, Consultant's obligations under this section will continue to apply to all other Freddie Mac Information. This section will not prevent Consultant from disclosing Freddie Mac Information to the extent required by a government agency or court of competent jurisdiction, provided that Consultant complies with the requirements of subsection (c).
- f) Residuals. This section is not intended to prevent either party from using general know-how, skill and experience possessed by such party prior to or developed by such party in connection with this Agreement.
- g) Suggestions. While providing Services and Deliverables, Consultant may make comments and suggestions that are outside the scope of Services ("Suggestions"). All Suggestions are provided on a purely voluntary basis and, in the absence of a

separate agreement executed by both parties, will not create any obligation on the part of Freddie Mac. Freddie Mac will have the right to use Suggestions in such manner as it elects in its sole discretion, without obligation of any kind to Consultant.

6. Consultant 's Representations and Warranties

a) Consultant makes the following representations and warranties:

(i) Consultant will provide Services and Deliverables in a highly professional and workmanlike manner.

(ii) Services and Deliverables will comply with all applicable legal requirements, including, without limitation, the Gramm-Leach-Bliley Act and other applicable privacy laws and regulations.

(iii) Consultant has the right to provide to Freddie Mac the rights described in Section 7, and said rights are not and will not be subject to any prior agreement, liens or other rights that may interfere with or impair the rights of Freddie Mac.

(iv) The Deliverables (including drafts thereof provided to Freddie Mac pursuant to Section 4b)) will not violate or infringe on any patent, trademark, service mark, trade secret, copyright, right of privacy, right of publicity or other proprietary right of any third party or contain libelous matter, and Freddie Mac's proposed use of the Deliverables (including drafts thereof provided to Freddie Mac pursuant to Section 4b)) will not violate any such rights or any applicable law or regulation.

(v) Consultant will throughout the Term maintain and comply with the terms of all licenses necessary to provide Services and Deliverables.

(vi) Deliverables electronically supplied by Consultant will be free of any program, information, code or command that:

(1) Would be likely to cause the software, data or files or the Freddie Mac Systems to malfunction or self-destruct.

(2) Is likely to cause damage to the software, data, or files or the Freddie Mac Systems, including, without limitation, computer "viruses," "time bombs" or "worms."

(3) Is likely to enable unauthorized access to the software, data or files or the Freddie Mac Systems, including, without limitation, computer "trap doors."

(4) Is designed to allow Consultant to disable or otherwise prevent Freddie Mac's continued use of the software, data or files.

Consultant will promptly notify Freddie Mac if Consultant's systems are affected by any such program, information, code or command or if any such program, information, code or command has been transmitted to the Freddie Mac Systems, and in any such case will provide Freddie Mac with Consultant's assessment of the potential for damage to the Freddie Mac Systems and will cooperate with Freddie Mac and take such remedial actions as Freddie Mac may request.

- b) Power and Authority. Each party represents that it has all necessary power and authority to enter into and perform its obligations under this Agreement. Each individual executing this Agreement on behalf of each party represents that he or she has the authority to do so.

## 7. Intellectual Property Rights

- a) Deliverables. Unless otherwise instructed in writing by Freddie Mac, all Deliverables, including drafts thereof, will belong exclusively to Freddie Mac, and, to the fullest extent permissible under applicable law, will be deemed a "work for hire." Consultant hereby assigns to Freddie Mac all of Consultant's right, title and interest in and to all Deliverables and any intellectual property rights related thereto, including, without limitation, any "moral rights" related thereto. Freddie Mac will have the right to obtain, free from any claim or retention of rights on Consultant's part, and to hold in Freddie Mac's name, any copyrights, trademark registrations, patents or whatever protection Freddie Mac may deem appropriate for such Deliverables. Consultant will provide Freddie Mac all assistance reasonably requested by Freddie Mac to perfect the rights described in this subsection a), including, without limitation, executing all assignments, licenses and other papers necessary or appropriate to vest the entire right, title and interest in such Deliverables in Freddie Mac and its successors and assigns or to enable Freddie Mac to obtain such protection for Freddie Mac's interest in such Deliverables as Freddie Mac deems advisable.
- b) Consultant Materials. The parties acknowledge that, during the course of providing Services and Deliverables, Consultant may utilize its own pre-existing proprietary methodologies, materials, software and tools ("Consultant Materials"). To qualify as Consultant Materials, an item must specifically be identified in Exhibit 5 or set forth in writing by Consultant and countersigned by the Freddie Mac Project Executive. Nothing in this Agreement will vest in Freddie Mac any ownership interest in Consultant Materials or (except to the extent expressly provided in this Agreement) in any copyright, patent, trademark, trade secret or other proprietary rights, if any, that exist in Consultant Materials. It is understood, however, that Consultant Materials do not include any Deliverables or draft Deliverables, all of which will be Freddie Mac's exclusive property. To the extent Consultant Materials are embedded in any Deliverable, Consultant hereby grants to Freddie Mac a nonexclusive, permanent, irrevocable, royalty-free worldwide license to Freddie Mac to use such Consultant Materials in connection with such Deliverables and for such other purposes as Freddie Mac elects (including, without limitation, the right to copy, modify, display, perform, disclose, create derivative works from and sublicense (as part of a Freddie Mac

product or service) such Consultant Materials, as appropriate in connection with such Freddie Mac use).

- c) No Transfer of Rights. Nothing in this Agreement will grant to Consultant any rights in or to Freddie Mac Information, including, without limitation, any patent, copyright, trade secret or other intellectual property rights related thereto.

## 8. Indemnification and Insurance

### a) Indemnities

(i) Consultant will indemnify and hold harmless Freddie Mac and its directors, officers, shareholders, employees and agents (collectively the "Indemnified Parties") from and against any and all injuries, damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees, arising out of any action or claim brought against any of the Indemnified Parties arising from or related to any negligent act or omission by Consultant, its subcontractors or their respective officers, agents or employees or any claimed breach of any of Consultant's representations, warranties or agreements in this Agreement (each a "Covered Claim").

(ii) In the event that any Deliverable is alleged to infringe a third party's copyright, patent, trademark, trade secret or other proprietary rights, then in addition to its indemnification obligations under Section 8(a)(i), Consultant will promptly either:

(A) Procure for Freddie Mac the right to continue using the Deliverable;  
or

(B) Provide Freddie Mac with a functionally equivalent, non-infringing replacement for the Deliverable, together with such assistance as Freddie Mac may reasonably request to assist it in transitioning to the Deliverable, and reimburse Freddie Mac for the costs it reasonably incurs in transitioning to the replacement.

- b) Indemnification Procedure. The following provisions apply to the indemnification obligations described in subsection (a):

(i) Freddie Mac will notify Consultant promptly in the event it receives written notice of a claim that Freddie Mac believes is a Covered Claim (provided, however, that a failure to so notify will only relieve Consultant of its obligations described in subsection (a) to the extent Consultant can show that it has been prejudiced thereby).

(ii) Consultant will have the sole control of the defense of a Covered Claim and all negotiations for its settlement or compromise (provided that Consultant must obtain Freddie Mac's prior written consent, which will not be unreasonably withheld, to any settlement or compromise that involves anything other than the payment of money by Consultant), unless Consultant fails promptly to assume the



defense of a Covered Claim or there is a conflict or potential conflict of interest between Consultant and Freddie Mac related to the Covered Claim, in which event Freddie Mac may elect to assume the defense at Consultant's cost and expense. Freddie Mac may, at its own cost and expense, participate concurrently with Consultant in the defense of a Covered Claim, whether or not any such failure to defend, conflict or potential conflict exists.

(iii) Freddie Mac will cooperate reasonably with Consultant, at Consultant's reasonable expense, in the defense, settlement or compromise of a Covered Claim.

- c) Consultant will carry, at its expense, complete and comprehensive insurance in the minimum amounts and types set forth below:
- (i) Commercial general liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy will, at a minimum, insure Consultant against liability arising out of or from bodily injury, personal injury, property damage, advertising injury, products/completed operations and independent Consultants and will include those coverages customarily found in a broad form general liability endorsement and broad form property damage extension.
  - (ii) Professional liability Insurance covering Services in the minimum amount of \$1,000,000 each claim and annual aggregate.

All such policies of insurance will (a) apply as primary insurance for any claims arising out of or related to this Agreement, (b) at Freddie Mac's option, include deductibles not in excess of amounts approved by Freddie Mac; (c) be carried with companies rated A or better by A.M. Best; (d) name Freddie Mac as an additional insured, except that Freddie Mac need not be named an additional insured under Consultant's workers' compensation policy; (e) contain a requirement that Freddie Mac be given written notice at least thirty (30) days prior to cancellation; and (f) be maintained for the entire Term and a period of one (1) year after the expiration or termination of the Term. Consultant will provide to Freddie Mac certificates evidencing the coverages required hereunder (and, if requested, certified copies of the policies) concurrently with the execution of this Agreement and thereafter periodically upon request by Freddie Mac. The insurance requirements set forth in this Agreement will in no way be deemed to limit Consultant's liability under or related to the Services or this Agreement.

## 9. Conflict Of Interest

- a) Conflicts of Interest. Freddie Mac expects its retained consultant to be free of conflicting interests and of the appearance of conflict in its representation. Prior to providing any services hereunder, Consultant will review the project and its records and determine that no conflict or potential conflict exists that would prevent Consultant from fully representing Freddie Mac in connection with the specific matter in question or any related matter that is likely to or may foreseeably arise out of the matter in question. If at any time during the course of Consultant's provision of the Services it becomes aware of a potential conflict or

circumstances which may lead to a conflict, Consultant will immediately bring the issue that to the attention of the Freddie Mac Project Executive. Once a conflict or potential conflict is identified, Consultant shall not be entitled to retain or receive any further fees in the absence of a written waiver from the Freddie Mac Project Executive. If work or representation commences before a conflict or potential conflict is identified and the conflict or potential conflict is not identified due to Consultant's negligence or failure to follow this policy, Consultant may be required to return all fees incurred on or after the time the conflict or potential conflict should have been identified.

- b) Regulators. During the Term and for a period of two (2) years after the completion of all Services and delivery of all Deliverables under this Agreement, Consultant will not provide or agree to provide, either directly or indirectly, services to either the Office of Federal Housing Enterprise Oversight or the United States Department of Housing and Urban Development that involve or relate to Freddie Mac or the secondary mortgage market, except to the extent waived by Freddie Mac in writing, on a case by case basis.
- c) Private Entities. During the Term and for a period of two (2) years thereafter, Consultant will not assign or permit (to the extent within its control) any individual who provides Services or Deliverables to perform services for Fannie Mae or any other entity whose business involves, in substantial part, the origination, insurance or acquisition of residential mortgage loans in the secondary mortgage market, except to the extent waived by Freddie Mac in writing, on a case by case basis. For purposes of this subsection (c), the actions of individuals who are no longer employed by Consultant will be deemed beyond Consultant's control if, and only if, Consultant complies with subsection (d).
- d) Written Agreement. Except to the extent waived by Freddie Mac in writing with respect to a particular individual or entity, Consultant will require all employees, subcontractors, consultants and agents that Consultant desires to assign to provide Services or Deliverables to execute the "Conflict of Interest Agreement" described in this subsection (d) prior and as a condition to their assignment to provide such Services or Deliverables. The Conflict of Interest Agreement will provide that, for a period of two (2) years after providing such Services or Deliverables, the individual or entity signing the agreement will not perform any services prohibited by the provisions of subsection (b) or subsection (c). The Conflict of Interest Agreement will specify that such individual's or entity's execution of the agreement is a condition to his or its assignment to provide Services or Deliverables, that the agreement is for the benefit of Freddie Mac and that the provisions of the agreement will survive the termination of such individual's or entity's employment by or contract with Consultant. In addition to the foregoing, Consultant will include in each Conflict of Interest Agreement a provision comparable to Section 9(d).
- e) Severability. To the extent any portion of this section is determined to be unenforceable by a court of competent jurisdiction, then the parties agree that such portion will be modified by the court solely to the extent necessary to cause

such portion to be enforceable, and this Section 10, as so modified, will remain in full force and effect.

- f) Insider Trading It is likely that, during the course of Consultant's representation of Freddie Mac, Freddie Mac may disclose confidential and proprietary information and trade secrets pertaining to Freddie Mac's past, present, and future activities. That information and those trade secrets may contain "material inside information" relating to Freddie Mac or its securities within the meaning of the federal securities laws. Freddie Mac expects that Consultant will treat any and all information gained by Consultant as a result of or in connection with the Services or this Agreement as strictly confidential. Freddie Mac further expects that neither Consultant nor any member or employee of Consultant's organization will use that information in a manner that violates the federal securities laws.

10. General

- a) Limitation of Liability IN NO EVENT WILL FREDDIE MAC BE LIABLE TO CONSULTANT OR ANY OTHER INDIVIDUAL OR ENTITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, THE TERMINATION OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF EITHER PARTY'S RESPECTIVE OBLIGATIONS HEREUNDER, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, THE RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER ARE CUMULATIVE AND ARE IN ADDITION TO, AND NOT IN LIEU OF, ALL RIGHTS AND REMEDIES AVAILABLE AT LAW AND IN EQUITY.
- b) Taxes Pursuant to 12 U.S.C. § 1452(e), Freddie Mac is exempt from all taxes levied by any state, county, municipality or local taxing authority (other than certain real property taxes). Nothing contained in this Agreement will be deemed to make Freddie Mac responsible for or otherwise obligate Freddie Mac to pay (whether directly or on a pass-through basis) any taxes from which Freddie Mac enjoys an exemption, however such taxes may be designated or levied pursuant to the Agreement.
- c) Entire Agreement This Agreement constitutes the only agreement between Freddie Mac and Consultant relating to the subject matter hereof, and no representations, understandings or agreements, oral or otherwise, not herein contained will be of any force or effect. Any conflict between the various portions of this Agreement will be resolved in the following order of priority: (i) Cover Page, (ii) Terms and Conditions, and (iii) other exhibits.
- d) Modifications Except to the extent described in Section 2(a) and Section 3(b), no modification, amendment or waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No payment by Freddie Mac will be deemed to constitute an acceptance

of any Services or a waiver of any of Freddie Mac's rights or remedies arising in connection therewith.

- e) Assignment This Agreement, and the rights and obligations of the parties created hereunder, will not be assignable or delegable by Consultant without the prior written consent of Freddie Mac, which consent may be granted or withheld in Freddie Mac's sole discretion. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, heirs, legal representatives, successors and assigns.
- f) Governing Law. This Agreement will be construed, and the rights and obligations of the parties hereunder determined, exclusively in accordance with the substantive law of the Commonwealth of Virginia, excluding provisions of Virginia law concerning choice-of-law that would result in the law of any state other than Virginia being applied. However, the Uniform Computer Information Transactions Act (or any substantially similar law enacted by Virginia) will not apply to this Agreement or the performance of it, and instead the law of Virginia as it exists without reference to the Uniform Computer Information Transactions Act will apply.
- g) Venue. Any claims, actions or proceedings arising out of or related to this Agreement will be brought in the United States District Court for the Eastern District of Virginia, Alexandria Division. The parties hereby submit to the personal jurisdiction of said Court and consent to the dismissal of any action related to this Agreement that is brought in any other forum.
- h) Cumulative Remedies. Subject to the limitation of liability described in Section 10(a), the rights and remedies of the parties under this Agreement are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.
- i) Equitable Relief. Consultant acknowledges that any breach of its obligations under Section 5, Section 8 or Section 9 may result in irreparable harm to Freddie Mac for which there is no adequate remedy at law. Therefore, in the event of any such breach or threatened breach, Freddie Mac will be entitled to injunctive relief in addition to any other equitable and/or legal remedies available to Freddie Mac. Consultant hereby waives any requirements for the securing or posting of any bond or other security in connection with such injunctive relief.
- j) Severability. The provisions of this Agreement are severable. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. In addition, if any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, the parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the parties to the maximum extent possible in accordance with applicable law.

- k) Notices All notices required or permitted under this Agreement will be in writing and will be sent to the parties at the addresses set forth in the preamble of the Agreement, or to such other addresses and to such other individuals of which either party may notify the other in a notice which complies with the provisions of this subsection. Notices to Freddie Mac will be sent to the attention of the Freddie Mac Director of Public Policy, 8200 Jones Branch Drive, M/S 441, McLean, Virginia 22021. Notices to Consultant will be sent to the attention of Mr. Scott Cotter at the address listed on the Cover Page for Consultant. All notices will be deemed given (i) when delivered by hand, (ii) one (1) day after delivery to a reputable overnight carrier, or (iii) three (3) days after placement in first-class mail, postage prepaid, return receipt requested.
- l) Disclosure Without Freddie Mac's approval, or except as required by law, Consultant will neither disclose, advertise, nor publish the fact that Consultant has contracted to furnish services to Freddie Mac nor disclose to the third party any details connected with this Agreement without Freddie Mac's prior written consent.
- m) Survival The provisions of Sections 2, 4, 5, 6, 7, 8, 9, 10(a), 10e), 10f), 10g), 10h), 10i) and 10l) of this Exhibit 1 will survive the expiration or earlier termination of the Term.
- n) Captions The captions in this Agreement are included for convenience of reference only and will not be construed to define or limit any of the provisions contained herein. Any conflict between provisions contained in the body of this Agreement and any exhibits hereto will be resolved in favor of the provisions in the body of the Agreement.
- o) Exclusive Rights This Agreement does not provide to Consultant the exclusive right to furnish any goods or services to Freddie Mac. Freddie Mac expressly reserves the right to contract with others for the purchase of services comparable or identical to the Services hereunder.
- p) Electronic Modifications and Signature This Agreement may not be modified or amended by electronic means. In connection with this Agreement, electronic transmissions, such as email, are not intended to be an electronic signature to, or a record of, a transaction for purposes of the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or any similar law concerning the validity or enforceability of electronic signatures and records.

## **EXHIBIT 2**

### **SCOPE OF SERVICES AND FEES**

#### **Agreement between The Gingrich Group and Freddie Mac**

Consultant will provide consulting and related services as requested by Freddie Mac's Director, Public Policy in exchange for which Freddie Mac will pay Consultant \$25,000 per each full calendar month during which Consultant provides Services.

EXHIBIT 3

## CONSULTANT'S MATERIALS

## Agreement between The Gingrich Group and Freddie Mac

Please check one of the boxes below as applicable.

Any and all materials that qualify as "Consultant Materials" within the definition provided in Section 7 b) of the Retention Agreement to which this exhibit is attached, must be specifically identified in this Exhibit 5 below (or set forth in writing by Consultant) and approved by the Freddie Mac Project Executive.

☒ No Consultant Materials to declare

☐ See description of Consultant Materials below

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Scott M. Cotter  
(print)

Name: \_\_\_\_\_

(print)

Date: \_\_\_\_\_

2/8/06

Date: \_\_\_\_\_